

Contract Type: where the basis for Payment is a Stipulated Sum

Document No. **OCSS101**

Date of Contract Agreement: August 14th, 2017

Owner:

(Name, address and other information)

Webb County
1602 Santa Ursula, 2nd Floor
Laredo, Texas 78040

Contractor:

(Name, address and other information)

Hydroworks, Inc.
6501 Arena Blvd., Ste. 112
Laredo, Texas 78041

The Project is:

(Name and location)

Webb County Fire Station #3 Los Botines, Phase I and Phase II

The Architect is:

(Name, address and other information)

Deborah L. Williams
300 North Gibbons Rd.
Argyle, Texas 76226

PLEASE NOTE THAT THE ARCHITECT FOR THIS PROJECT PROVIDES ONLY THE PLANS FOR COMPLETING THE PROJECT. THERE IS NO CONTRACTUAL RELATIONSHIP BETWEEN THE ARCHITECT AND THE OWNER. THE ONLY CONTRACTUAL RELATIONSHIP THAT EXISTS IS BETWEEN THE CONTRACTOR AND THE ARCHITECT. ACCORDINGLY, IN ANY INSTANCE IN THIS "AGREEMENT BETWEEN OWNER AND CONTRACTOR" WHERE THE ARCHITECT IS STATED TO PROTECT SOME INTEREST OF THE OWNER, OR TO BE INVOLVED IN ANY ASPECT OF APPROVING PROGRESS OF WORK AND PAYMENTS FOR WORK COMPLETED, OR ANY OTHER SECTION THAT PURPORTS TO GIVE THE ARCHITECT ANY AUTHORITY OVER HOW THIS PROJECT PROGRESSES IN ANY WAY IS INEFFECTIVE. THE PARTIES AGREE THAT ANY SUCH PROVISION HAS NO FORCE IN THIS PROJECT. WHERE THE CONTEXT REQUIRES, THE FUNCTIONS PROVIDED BY THE ARCHITECT IN THIS "AGREEMENT BETWEEN OWNER AND CONTRACTOR" WILL BE PERFORMED BY THE CONTRACTOR THE OWNER OR BOTH AS THE CASE MAY BE.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10 INSURANCE AND BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. *(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

To be set via separate notice to proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 180 (One Hundred Eighty) working days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
N/A	N/A

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for early completion of the Work.)

\$200.00 per day over the time allotted for substantial completion

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Thousand Dollars and no cents (\$800,000.00), subject to additions and deductions provided in the Contract Documents. The work shall be completed in two phases and the funds shall be paid in two phases. Phase I will pay out Six Hundred Twenty Five Thousand Dollars and no cents (\$625,000.00) that shall be funded with proceeds available from current fiscal year 2017. Phase II will pay out One Hundred Seventy Five Thousand Dollars and no cents (\$175,000.00) and shall be funded with proceeds to be budgeted for fiscal year 2018.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the number of other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any, are as follows: *(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
See Appendix B		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

ARTICLE 5 PAYMENTS**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payments shall be made by the Owner not later than thirty (30)days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§5.1.3.1 If any payment is not received by the Contractor forty (40) days after an Application for Payment has been received by the Owner, Contractor has the option to cease all work on the project until such payment is received. The number of days that the Contractor does not work on the project due to late payment pursuant to this section shall be added on to the number of days the Contractor has to complete the project.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Application for Payment.

§ 5.1.5 Application for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of the cost to the Owner of changes in the work, amounts not in dispute shall be included as provided in Section 7.3.9 of GCC201;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the parties shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of GCC201 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of Document GCC201.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. Owner, hereby gives prior approval to include in any request for a progress payment, either solely or in conjunction with other completed work, advance payments to any supplier, subcontractor or other entity working on the project that requires greater than a forty percent (40%) deposit prior to that supplier, subcontractor or other entity beginning work on the project.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of GCC201, and to satisfy other requirements, if any, which extend beyond final payment.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the time as calculated in §5.2.1, or as follows:

Intentionally left blank

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of document GCC201, unless the parties appoint below another individual, not party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

The parties shall each designate a person to be the initial decision maker and those two persons will decide on a third person. That third person will serve as the initial decision maker.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of document GCC201, the method of binding dispute resolution shall be as follows: *(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of document GCC201

X Litigation in a court of competent jurisdiction

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of Document GCC201.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of GCC201.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of GCC201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

N/A

§ 8.3 The Owner's representative is:
(Name, address and other information)

Luis Perez Garica, III, P.E., C.F.M.
Webb County
1620 Santa Ursula, 2nd Floor
Laredo, Texas 78040

§ 8.4 The Contractor's representative is:
(Name, address and other information)

Rene A. Garza
Hydroworks, Inc.
6501 Arena Blvd. Ste. 112
Laredo, Texas 78041

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed Document 101, Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

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(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
N/A			

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Appendix A		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. Document E201, Digital Data Protocol Exhibit, if completed by the parties, or the following:
N/A
2. Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. GCC201 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

None

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of document GCC201. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of document GCC201.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
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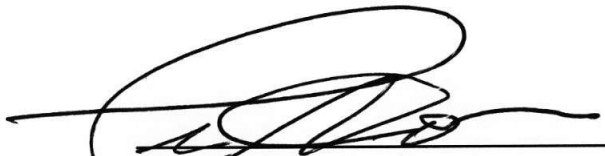
Document No. **OCSS101**

Per Webb County Requirements:
See Last Two Pages of Appendix B

Per Webb County Requirements:
See Last Two Pages of Appendix B

This Agreement entered into as of the day and year first written above.


Owner (Signature) 8/30/17


Contractor (Signature)

Honorable Judge Tano Tijerina
for Webb County


(Printed Name & Title)

Rene A. Garza
for Hydroworks, Inc.


(Printed Name & Title)

ATTESTED:


Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



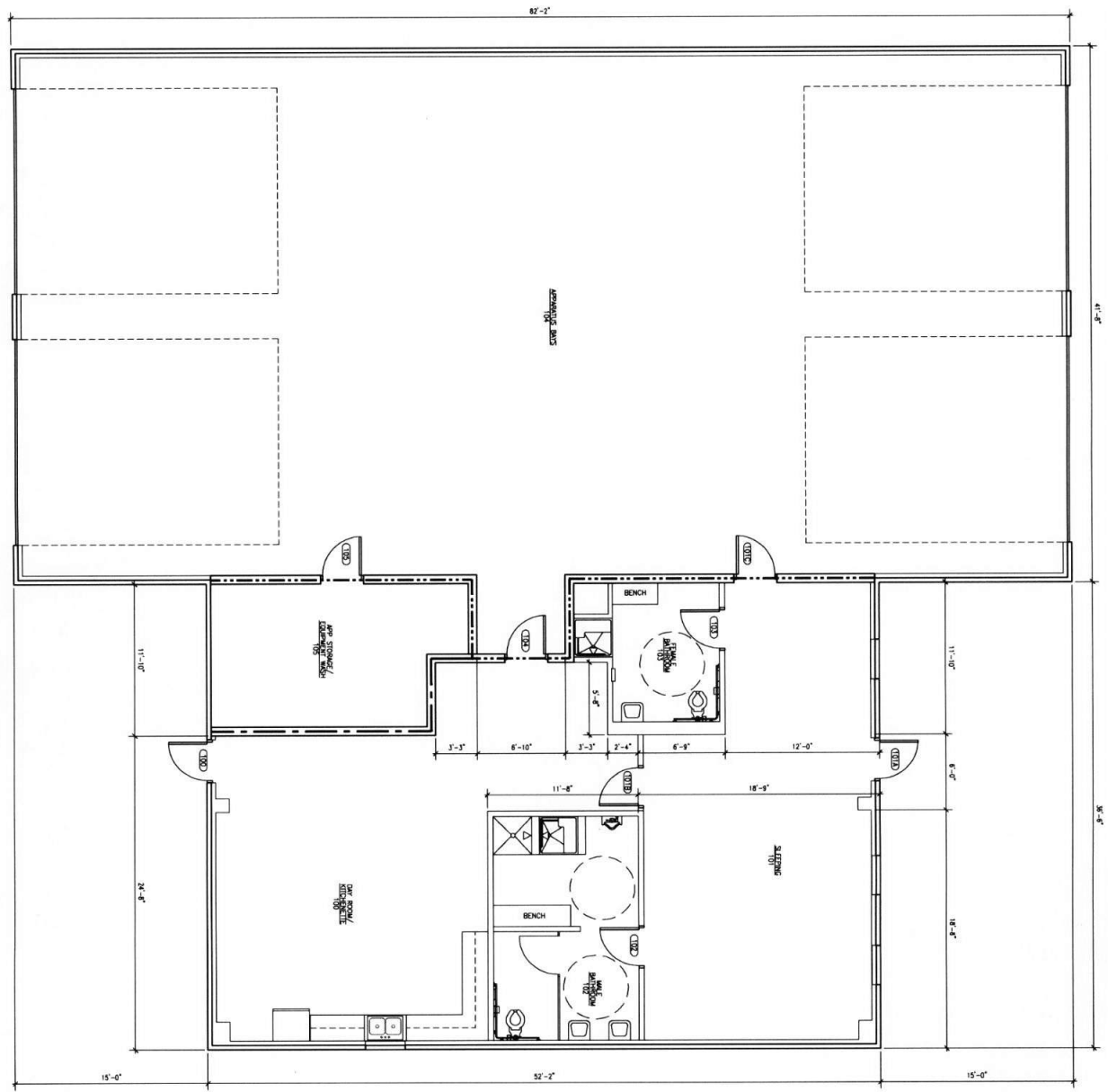
Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

APPENDIX A

1 FLOOR PLAN
 SCALE: 1/4" = 1'-0"

APPARATUS BAYS 3,424 Total S.F.
 DORMS 1,904 Total S.F.
 TOTAL 5,328 Total S.F.



NOT FOR CONSTRUCTION

<p>Deborah L. Williams Architecture 1000 West 10th Street Laredo, Texas 78401 Phone: (957) 791-1111 Fax: (957) 791-1112 Email: info@dlwilliams.com</p>	<p>WEBB COUNTY MAIN FIRE STATION AND ADMIN BLDG LAREDO, TEXAS</p>	<p>Project No. _____ Date: _____ Drawing No. _____ Scale: _____ Title: _____</p>
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DATE: JUNE 12, 2017
 DRAWN BY: KLE
 CHECKED BY: DW
 FLOOR PLAN
 SHEET NO. A2.1

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APPENDIX B

DRAFT AIA Document G703™ - 1992

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: LOS BOTINES PHASE I
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO: Deborah Williams

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G + C)		
	GEOTECH	3,650.00	0.00	0.00	0.00	0.00	0.00%	3,650.00	0.00
	ARCHITECH	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
	CIVIL ENGINEER	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
	STRUCTURAL ENGINEER	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
	MEP ENGINEER	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
	SURVEYOR	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	0.00
	LABORATORY	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	0.00
	PERMITS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	WORKERS COMPINSURANCE	1,800.00	0.00	0.00	0.00	0.00	0.00%	1,800.00	0.00
	LIABILITY INSURANCE	1,100.00	0.00	0.00	0.00	0.00	0.00%	1,100.00	0.00
	BONDING FEE	18,000.00	0.00	0.00	0.00	0.00	0.00%	18,000.00	0.00
	TEMP ELECTRIC	1,500.00	0.00	0.00	0.00	0.00	0.00%	1,500.00	0.00
	MOBILE OFFICE	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
	PORTABLE TOILET	800.00	0.00	0.00	0.00	0.00	0.00%	800.00	0.00
	TEMP LIGHTING	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
	EQUIPMENT RENTAL	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
	CLEAN UP	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	SEPTIC TANK MATERIAL	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
	SEPTIC TANK LABOR	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00

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 User Notes: (389ADA36)

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	WATER TANK REMOVAL/TRANSPORT	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	0.00
	WATER TANK INSTALLATION	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	0.00
	WATER TANK PLUMBING/TIE IN	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	DEMOLITION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	IRRIGATION SYSTEM REMOVAL PENITAS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	IRRIGATION SYSTEM INSTALL PENITAS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	LANDSCAPE/IRRIGATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	INDOOR FIRE ALARM	6,800.00	0.00	0.00	0.00	0.00	0.00%	6,800.00	0.00
	SITE PREP	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
	CLEAR AND GRUB	2,200.00	0.00	0.00	0.00	0.00	0.00%	2,200.00	0.00
	EARTHWORK	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
	GRADING	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
	BACKFILL	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
	PREP WORK FOR CENTER	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	PLUMBING UNDERGROUND	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	ELECTRIC UNDERGROUND	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
	TANK FOUNDATION	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00

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User Notes:

(389ADA36)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	FOUNDATION REBAR	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	TERMITE CONTROL	1,500.00	0.00	0.00	0.00	0.00	0.00%	1,500.00	0.00
	CONCRETE	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
	CONCRETE LABOR	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	0.00
	CURB/GUTTER/SIDE WALKS	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
	PARKING LOT REBAR	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	PARKING LOT CONCRETE	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
	PARKING LOT LABOR	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	DRIVEWAY CONCRETE	16,000.00	0.00	0.00	0.00	0.00	0.00%	16,000.00	0.00
	DRIVEWAY CONCRETE LABOR	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	DRIVEWAY REBAR	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
	CREW PARKING STEEL	1,200.00	0.00	0.00	0.00	0.00	0.00%	1,200.00	0.00
	CREW PARKING CONCRETRE	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	CREW PARKING LABOR	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
	STRIPING/ADA SYMBOLS	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	STRUCTUAL METAL BUILDING	35,000.00	0.00	0.00	0.00	0.00	0.00%	35,000.00	0.00
	METAL ROOF	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
	METAL DECKING	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
	METAL WALLS	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BUILDING ERECTOR	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
	GUTTER/DOWNSPOUTS	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
	BRICK	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
	BRICK LABOR	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
	FRAMING	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
	SHEETROCK, TAPE, FLOAT	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
	PAINTING	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
	MILLWORK	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
	FINISH TRIM	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
	COUNTERTOPS	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
	EXTERIOR DOORS	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	INTERIOR DOORS	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	WINDOWS	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	MIRRORS	600.00	0.00	0.00	0.00	0.00	0.00%	600.00	0.00
	CERAMIC TILE/VCT	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	TILE LABOR	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	TOILET ACCESSORIES	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	0.00
	PLUMBING TOPOUT	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	APPLIANCES	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	0.00
	WASHER/DRYER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	ELECTRIC MATERIALS	26,000.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	0.00
	PLAQUE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	FLAGPOLE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	AIR COMPRESOR	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	RADIO SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	RADIO TOWER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	HIGHWAY EXIT	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	SIGN								
	GENERATOR	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	LOCKERS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	FURNITURE/APPLIANCES/WINDOW SHADES	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
	METAL LOCKERS	6,800.00	0.00	0.00	0.00	0.00	0.00%	6,800.00	0.00
	SUPERVISION	10,800.00	0.00	0.00	0.00	0.00	0.00%	10,800.00	0.00
	OVERHEAD	12,700.00	0.00	0.00	0.00	0.00	0.00%	12,700.00	0.00
	PROFIT	68,550.00	0.00	0.00	0.00	0.00	0.00%	68,550.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$625,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$625,000.00	\$0.00

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DRAFT AIA Document G703™ - 1992

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: LOS BOTINES PHASE 2
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO: Deborah Williams

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
	SIGNAGE	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	ELECTRICAL FIXTURES	14,200.00	0.00	0.00	0.00	0.00	0.00%	14,200.00	0.00
	OVERHEAD DOORS	22,000.00	0.00	0.00	0.00	0.00	0.00%	22,000.00	0.00
	STALL PARTITIONS	3,450.00	0.00	0.00	0.00	0.00	0.00%	3,450.00	0.00
	PLUMBING FIXTURES	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	FURNITURE/APPLIANCES/WINDOW SHADES	24,000.00	0.00	0.00	0.00	0.00	0.00%	24,000.00	0.00
	HVAC	16,000.00	0.00	0.00	0.00	0.00	0.00%	16,000.00	0.00
	PLAQUE	1,600.00	0.00	0.00	0.00	0.00	0.00%	1,600.00	0.00
	FLAGPOLE	1,100.00	0.00	0.00	0.00	0.00	0.00%	1,100.00	0.00
	AIR COMPRESSOR	3,400.00	0.00	0.00	0.00	0.00	0.00%	3,400.00	0.00
	RADIO TOWER	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
	GENERATOR	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
	CLEANUP	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
	SUPERVISION	3,600.00	0.00	0.00	0.00	0.00	0.00%	3,600.00	0.00
	OVERHEAD	12,500.00	0.00	0.00	0.00	0.00	0.00%	12,500.00	0.00
	PROFIT	23,150.00	0.00	0.00	0.00	0.00	0.00%	23,150.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$175,000.00	\$0.00

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All terms and conditions set forth in of RFQ 2017-002 "Botines Webb County Fire Station No. 3" are hereby incorporated by reference and made a part hereof for all intents and purposes as if set out in its entirety.

INSURANCE

Contractor shall maintain adequate levels and types of insurance coverage appropriate to its business and profession and as may be required by applicable law and the Contract Documents. Such insurance shall be in companies authorized to do business in the jurisdiction in which the Project is located with an A.M. Best's rating of at least A- VII and as a minimum shall include Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles and Commercial General Liability covering public liability, property damage and completed operations with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Certificates of such insurance shall be provided to Customer prior to commencement of the Work. Webb County will be named as an additional named insured party on any applicable Certificate of Insurance.

PERFORMANCE AND PAYMENT BONDS

Contractor at their sole cost and expense shall provide payment and performance bonds issued from a company with an A.M. Best's rating of at least A- VII for 100% of the Contract Sum to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure Contractors payment obligations to its Subcontractors and suppliers related to the Work.

In conformance with Texas Local Government Code Sec. 302.003. **PAYMENT AND PERFORMANCE BOND.** The Contractor is required to execute to Webb County a good and sufficient bond:

- a) in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract or;
- b) in the total amount specified in the appropriate amendment for each of the Phases identified in the agreement prior to the beginning of services for each phase, or
- c) otherwise guaranteeing the full and faithful execution for the performance of the contract, and
- d) in accordance with the Contract and Contract Documents, including any extensions thereof, for the protection for Webb County.
- e) The Bond shall identify the Principal and the Surety with the Owner. The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e. sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporations (general and professional), etc.). The identification of the the Owner will be information purposes only. The contract shall describe by the services to be provided, date, amount and by official name and identification of the Project. The amount of the Contract and the dollar amount of the performance bond shall be in both written and numerical form. The date of the performance bond shall not be earlier than the Effective Date of the Contract, which is adopted by reference. The bonds must be executed by a corporate surety authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code. Each bond must be separately signed by the Principle and the Surety. The parties executing (signing) the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any.
- f) Where appropriate, Contractor shall attach a copy of the resolution by law authorizing the individual to act on behalf of the firm or entity. Evidence of authority to sing on behalf of each party should be obtained. As to the Surety, this usually takes the form of a power of attorney issued by the Surety Company to the agent who signs on its behalf. The bonds must be payable to Webb County, Texas.
- g) County will disburse no payment for goods, materials or services provided by Contractor unless a good and sufficient bond written to equal one hundred (100%) of the approximate Contract amount is on file with the County within thirty (30) calendar days after the execution of this Contract.

The performance bond must clearly and prominently display on the bond or an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the

surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free number.

Should the parties extend the Contract for any Subsequent Terms as provided for herein, it will be Contractor's Responsibility to have the Surety Company provide the County confirmation of the existing bond, if applicable.

Bonds shall be executed by a duly authorized Surety listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the treasure."

No surety will be accepted by County who is now in default or delinquent on any bonds or who is interested any litigation against the County.

Each bond shall be executed by Contractor and Surety. Each Surety shall designate an agent resident in the State of Texas to whom service of process may be had in matters arising out of such surety.

Premature Termination by Contractor. In the event the Contract, or any part of the Contract, is prematurely terminated due to the non-performance or withdrawal by Contractor, or unilaterally prematurely terminated by Contractor, Webb County reserves the right to seek monetary restitution from the contractor, which will include without limitation, acting on the performance bond, and/or withholding of monies owed to Contractor, to cover costs for interim services and/or to cover the difference between the cost with Contractor under this Contract and the new higher cost to County with other sources for completing the intended performance by Contractor under this Contract. In the event civil suit is filed to enforce this provision, County will seek its reasonable attorney fees and cost of suit from Contractor.

All bonds shall be delivered to the Webb County Purchasing Agent located at the Webb County Administration Building on 1110 Washington Street Suit 101, Laredo, Texas 78041 within thirty (30) calendar days after the execution of this Contract, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.

In the event Contractor does not secure and deliver a performance bond acceptable to County and in accordance with the provisions of this Section, County, at its sole discretion, may immediately terminate this Contract.

for the following PROJECT:
(Name and location or address)

Webb County Fire Station #3 Los Botines, Phase I and Phase II

THE OWNER:
(Name and address)

Webb County
1602 Santa Ursula, 2nd Floor
Laredo, Texas 78040

THE ARCHITECT:
(Name and address)

Deborah L. Williams
300 North Gibbons Rd.
Argyle, Texas 76226

PLEASE NOTE THAT THE ARCHITECT FOR THIS PROJECT PROVIDES ONLY THE PLANS FOR COMPLETING THE PROJECT. THERE IS NO CONTRACTUAL RELATIONSHIP BETWEEN THE ARCHITECT AND THE OWNER. THE ONLY CONTRACTUAL RELATIONSHIP THAT EXISTS IS BETWEEN THE CONTRACTOR AND THE ARCHITECT. ACCORDINGLY, IN ANY INSTANCE IN THESE "GENERAL CONDITIONS FOR CONSTRUCTION" WHERE THE ARCHITECT IS STATED TO PROTECT SOME INTEREST OF THE OWNER, OR TO BE INVOLVED IN ANY ASPECT OF APPROVING PROGRESS OF WORK AND PAYMENTS FOR WORK COMPLETED, OR ANY OTHER SECTION THAT PURPORTS TO GIVE THE ARCHITECT ANY AUTHORITY OVER HOW THIS PROJECT PROGRESSES IN ANY WAY IS INEFFECTIVE. THE PARTIES AGREE THAT ANY SUCH PROVISION HAS NO FORCE IN THIS PROJECT. WHERE THE CONTEXT REQUIRES, THE FUNCTIONS PROVIDED BY THE ARCHITECT IN THESE "GENERAL CONDITIONS FOR CONSTRUCTION" WILL BE PERFORMED BY THE CONTRACTOR THE OWNER OR BOTH AS THE CASE MAY BE.

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- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 BASIC DEFINITIONS****§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.